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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARD OF TRUSTEES OF THE
NORTHWEST IRONWORKERS HEALTH
AND SECURITY FUND, NORTHWEST
IRONWORKERS RETIREMENT TRUST,
NORTHWEST FIELD IRONWORKERS
ANNUITY TRUST FUND, NORTHWEST
IRONWORKERS EMPLOYERS
VACATION TRUST, NORTHWEST
IRONWORKERS & EMPLOYERS
APPRENTICESHIP & TRAINING TRUST
FUND, (hereafter referred to as the Trust
Funds),

Plaintiffs,

v.

WESTERN SURETY COMPANY, Bond
No. 929368263(hereafter referred to as
Surety);

Defendant.

NO.

**COMPLAINT FOR ENFORCEMENT
OF FRINGE BENEFIT BOND**

For their complaint, plaintiffs allege as follows:

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING AGREEMENT - 1

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1 1. Plaintiffs are the Board of Trustees of the Northwest Ironworkers Health and
 2 Security Fund, Northwest Ironworkers Retirement Trust, Northwest Field Ironworkers
 3 Annuity Trust Fund, Northwest Ironworkers Employers Vacation Trust, Northwest
 4 Ironworkers & Employers Apprenticeship & Training Trust Fund (hereafter “Trust Funds”).
 5 The Trust Funds are joint labor-management trust funds created under Section 302(c) of the
 6 Labor Management Relations Act, (hereafter referred to as the Act), 29 U.S.C. 186(c) and
 7 governed by the Employee Retirement Income Security Act of 1974, 29 U.S.C. 1001, et seq.
 8 as amended (hereafter ERISA).

9 2. The District Council of Iron Workers of the Pacific Northwest, Iron Workers
 10 Local 14 (“Local 14”) is an employee organization as the term is defined by the Act and
 11 ERISA located in the State of Washington. Local 14 is a collective bargaining representative
 12 that represents certain employees of the employer, Inland Industrial & Rigging, Inc., working
 13 in Washington.

14 3. Inland Industrial & Rigging, Inc. (hereafter “the Employer”), a Washington
 15 State corporation, is engaged in the business of commercial and institutional building
 16 construction with its principal offices located at 11323 East Dishman Mica Road, Spokane
 17 Valley, WA 99206.

18 4. The Employer is engaged in business within the jurisdiction of this court, and
 19 such business affects commerce within the meaning of Section 301(a) of the Act.

20 5. Defendant Western Surety Company (hereafter “the Surety”), is a South
 21 Dakota corporation engaged in the business of providing insurance and surety bonds at
 22 various locations throughout Washington State.

1 6. Effective January 20, 2013, the Surety issued fringe benefit Bond No.
2 929368263 in the sum of \$25,000 to guarantee payment of employee benefit contributions
3 due to the Trust Funds from the Employer. In accordance with the terms of the collective
4 bargaining agreement, in the event the Employer is delinquent in paying the monthly
5 contributions, the Trust Funds have exclusive authority to recover any such delinquency from
6 the benefit bond posted by the Employer.

7 7. Jurisdiction is conferred on this court by Section 301 of the LMRA and
8 Sections 502 of ERISA, 29 U.S.C. §§ 1132 and by the doctrines of supplemental and pendent
9 jurisdiction.

10 8. The Trust Agreements governing the organization and administration of the
11 plaintiff Trust Fund provides that venue for this action shall be proper in King County,
12 Washington.

13 9. Venue lies in the Western District of Washington under ERISA § 502(e)(2), 29
14 U.S.C. §1132(e)(2).

15 10. At all material times, the defendant Employer was obligated to make employee
16 benefit contributions to the Trust Funds under the terms and conditions set forth in a
17 collective bargaining agreement between the Employer and the Northwest Ironworkers Health
18 and Welfare Trust et al. for the Jurisdictional Area of United Association, Local No. 14 (a
19 labor organization whose members are employed in an industry affecting interstate
20 commerce) which incorporates by reference the Trust Agreements for Trust Funds.

21 11. The Employer has employed employees for whom employee benefit
22 contributions are due under this obligation, but has failed and refused to make the required

1 monthly contributions for such employees to the Trust Funds timely. The Employer owes an
 2 unknown amount of contributions, liquidated damages, interest, and attorney fees for
 3 delinquent for the period of May 2006 through current. The total amount due will be
 4 determined upon motions or at trial.

5 12. Under the terms of the trust agreements creating the Trust Funds and under
 6 federal statutory law, the Employer is obligated to pay liquidated damages, interest,
 7 reasonable attorneys' fees, and costs and expenses of suit.

8 13. Defendant Surety is liable to the Plaintiffs up to the penal sum of its bond for
 9 the Employer's unpaid contributions and late fees.

10 WHEREFORE, the Trust Funds pray for a money judgment against the Surety, as
 11 follows:

- 12 (A) Against the Surety for money due up to the penal sum of its bond;
 13 (B) For liquidated damages, interest, reasonable attorney's fees and
 14 costs and expenses of suit; and
 15 (C) For such other and further relief as this Court deems just and
 16 equitable.

17 DATED this 3rd day of December, 2013.

18 /s/ Noelle E. Dwarzski
 19 Noelle E. Dwarzski, WSBA #40041
 20 MCKENZIE ROTHWELL BARLOW
 21 & COUGHRAN, P.S.
 22 Attorneys for Plaintiffs